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cept when it is inconsistent with some constitutional provision which comes within judicial cognizance. *COOLEY, CONSTITUTIONAL LIMITATIONS*, 7 ed., p. 236. An enactment of the legislature, no matter how freakish in nature, cannot be declared void by the courts if it has any reasonable bearing upon the protection of public health, morals, safety, order or welfare. *Hammer v. State*, 173 Ind. 199, 89 N. E. 850. Moreover, if the statute has a direct relation to the evil sought to be remedied, it is not fatal that it may affect those innocent of the evil at which it is aimed. *United States ex rel. Turner v. Williams*, 194 U. S. 279, 294. The regulation of street parades is, of course, within the police power of the state, and statutes or ordinances on the subject will be sustained unless unreasonable, or outside the scope of the powers delegated to the municipality. *Commonwealth v. Plaisted*, 148 Mass. 375, 19 N. E. 224. Cf. *Anderson v. City of Wellington*, 40 Kan. 173, 19 Pac. 719. The police power, however, has some limits. Thus legislation making it a crime for a girl under twenty-one to enter a Chinese restaurant, or a statute requiring horseshoers to pass an examination, would be invalid. *Opinion of the Justices*, 207 Mass. 601, 94 N. E. 558; *Bessette v. People*, 193 Ill. 334, 62 N. E. 215. But in the principal case it would seem that the carrying of a red flag has enough of a connection with acts of disorder to warrant the enactment of the statute in the interest of public order. Opinions may differ as to its policy, but if there is dissatisfaction, recourse must be had to the legislature and not to the courts.

POWERS — APPOINTMENT TO REMAINDERMAN — EFFECT OF PARTIAL APPOINTMENT TO OTHERS ON RIGHT TO ELECTION. — The testator left property in trust for his daughter for life, then to such persons as she should by will appoint, and in default of such last will to be distributed as if she had died intestate. By will she appointed part of the fund for the payment of debts, and the balance to those who would have taken on default of appointment. These appointees now seek to escape payment of the transfer tax by electing to take under the original will instead of under the power. *Held*, that they must take under the power. *Estate of Josephine Slosson*, N. Y. L. J., Nov. 5, 1914 (Surr. Ct., N. Y. County).

Where a power of appointment is completely exercised in favor of the person who would take in default of appointment, the New York courts have held that he can elect to take under the will instead of under the power. *Matter of Lansing*, 182 N. Y. 238, 74 N. E. 882; *Matter of Haggerty*, 128 App. Div. 479, 112 N. Y. Supp. 1017. The argument is that, while there has been at least a formal exercise of the power, the remainderman takes nothing different than he would have had under the original will, and should therefore be permitted to elect to disregard the appointment. Somewhat analogous is the case where land is specifically devised to the heir. There the law has been that the worthier title prevails and that the heir takes by descent. *Sedgwick v. Minot*, 6 Allen (Mass.) 171. But this rule has been changed in England by statute, so that the heir now takes by devise. 3 & 4 Wm. IV, c. 106, § 3. A doctrine of equal rigidity concerning appointments to remaindermen may well be preferable to the rule allowing an election. See 19 HARV. L. REV. 139. But whatever their comparative merits, the principal case seems to set an arbitrary limitation on the New York view. For where the donee of the power has appointed in part to others, and the balance to those who take on default, the appointees who are remaindermen take just what they would have received had the power not been exercised as to the balance, and they should have an equal right to elect to take under the original will.

QUASI-CONTRACTS — MONEY PAID UNDER DURESS OR COMPULSION OF LAW — THREAT OF LEGAL PROCEEDINGS. — In a suit to recover money paid under

duress, the declaration alleged that the defendant had installed fixtures in a building of which the plaintiff was general contractor, that the defendant had been paid the full price, but falsely and fraudulently claimed an additional sum for extra work and threatened to bring a replevin suit to remove the fixtures unless the extra sum was paid; and that the plaintiff thereupon paid this demand under compulsion, to prevent irreparable injury. *Held*, that the declaration does not state facts sufficient to constitute a cause of action. *James C. McGuire & Co. v. H. G. Vogel Co.*, 149 N. Y. Supp. 756 (App. Div.).

Money paid under duress is recoverable upon the equitable doctrine of unjust enrichment, so long as there is enough compulsion to negative voluntary payment. *Koenig v. People's Gas, etc. Co.*, 153 Ill. App. 432. But the law will not lightly undo private settlements of disputed claims, made with full knowledge of the facts, even though the claim proves unfounded. *Pearl v. Whitehouse*, 52 N. H. 254. Ordinarily, therefore, money paid upon a threat of legal proceedings may not be recovered. *Weber v. Kirkendall*, 44 Neb. 766, 63 N. W. 35. If the threat is honestly made, and presents the alternative of paying the contested claim or awaiting a court adjudication, a party will not be acting under compulsion when he chooses the former. *Parker v. Lancaster*, 84 Me. 512, 24 Atl. 952. *New Orleans & N. E. R. Co. v. Louisiana, etc. Co.*, 109 La. 13, 33 So. 51. But where the threat is made in bad faith by one having an oppressive advantage of position, so that the alternative of surrender is irreparable injury or immediate hardship, the duress is sufficient to justify a recovery of payments made. *Sartwell v. Horton*, 28 Vt. 370; *Swift & Co. v. United States*, 111 U. S. 22. In the principal case the parties appear to have been on an equal footing, and in spite of the dishonesty of the claim, there seems to have been nothing equivalent to compulsion in the dealings between them.

RESCISSION — RESCISSION FOR FRAUD OR MISTAKE — RESTORATION OF CONSIDERATION BY RESCINDING PARTY: WHEN EXCUSED. — A purchased municipal bonds from B under a contract induced by fraud of B. He paid B approximately one quarter of the price in stock and the rest in cash. After litigation, A was able to collect the face value of the bonds from the municipality, but lost the interest. The stock was pledged by B to the plaintiff, who being sued by A and B for the stock and dividends, brings a bill of interpleader. B now being insolvent, A in his answer demands the stock and dividends under a rescission of the contract, without offering to return the value of the bonds. *Held*, that A may recover. *Page Belting Co. v. F. H. Prince & Co.*, 91 Atl. 961 (N. H.).

For a discussion of the principles involved and of the necessity in general of putting the defendant in *statu quo*, see this issue of the REVIEW, p. 315.

TORTS — UNUSUAL CASES OF TORT LIABILITY — REIMBURSEMENT FOR PAYMENT MADE UNDER WORKMEN'S COMPENSATION ACTS. — An employee, whose master had accepted the optional clause of an employers' liability act, was injured in the course of his employment through the negligence of a third person not a fellow-servant. The employer, who was compelled by the act to compensate the workman, now sues the negligent third person to recover the payments made under the act. *Held*, that he cannot recover. *Interstate Telephone and Telegraph Co. v. Public Service Electric Co.*, 90 Atl. 1062 (N. J.).

For a discussion of this case on principles of tort liability, and in view of the policy of the workmen's compensation acts, see NOTES, p. 307.

TRUSTS — CESTUI'S INTEREST IN THE RES — LIFE TENANT'S RIGHT TO ACTUAL INCOME FROM UNAUTHORIZED INVESTMENTS. — The testator left property in trust for conversion with full power of postponement, and directed